

UNITED STATES SALVAGE ASSOCIATION, INC.

99 JOHN STREET



NEW YORK, N. Y. 10038

PORTLAND, OREGON

SEPTEMBER 5, 1973

CASE NO. 80-13741

STRUCK BY M.S. "AMAZON MARU"
9/3/73

PRELIMINARY ADVICE

"PORT OF ASTORIA - PIER #1"

CONDITIONS

The employment of this Association and all services rendered in connection therewith are made, offered and rendered without recourse and on the following conditions and this and all other reports, including any oral reports and certificates, are made and issued without recourse and subject to said conditions:

1. While the officers and the Board of Directors of United States Salvage Association, Inc. have used their best endeavors to select competent surveyors, employees, representatives and agents and to insure that the functions of the Association are properly executed, neither the Association nor its officers, directors, surveyors, employees, representatives or agents are under any circumstances whatever to be held responsible for any error of judgment, default or negligence of the Association's surveyors, employees, representatives or agents nor shall the Association or its officers or directors under any circumstances whatever be held responsible for any inaccuracy, omission, misrepresentation or misstatement in any report or certificate.

2. That the information contained in this and all other reports and certificates is only that coming to the attention of or under the observation of such surveyors, employees, representatives and agents and deemed pertinent for the purpose for which the Association was employed as stated herein; that this report or certificate is not a Certificate of Seaworthiness; that under no circumstances shall this report or certificate be used in connection with the issuance, purchase, sale or pledge of any security or securities, or in connection with the purchase, sale, mortgage, pledge, freighting, letting, hiring or charter of any vessel, cargo or other property, and if so used shall be null, void and of no effect and shall not be binding on anyone.

3. Reports subject to these conditions are the only reports authorized by the Association.

4. The terms of these conditions can be varied only by specific resolution of the Board of Directors of the Association and the acceptance or use of this report or of the employment or services of this Association or of its surveyors, employees, representatives or agents or the use of any other report or certificate shall be construed to be an acceptance of these conditions.

5. This report and all services in connection with this employment are for the account of the person requesting the same, but with the understanding that they are to be used only for the purpose for which the Association was employed as stated herein.

ASSURED: PORT OF ASTORIAAFLOAT: ☐REQUESTED BY: PORT OF ASTORIA, ASTORIA, OREGONON DRYDOCK: ☐SURVEY DATE: 9/4/73 LOCATION: ASTORIA, OREGONREPAIR CONTRACTOR: TO BE SELECTEDREPAIR COSTS: \$15,000.00

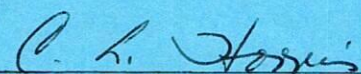
AGREED PRICE

TIME & MATERIAL (ESTIMATED*)

COMPETITIVE BID

DESCRIPTION OF DAMAGE: PILING, DECKING, AND UNDER PIER STRINGERS, VERTICAL POSTS, DIAGONALS, ETC., ARE UPSET. THE DIAGONAL WALL OF THE WAREHOUSE - NORTHWEST CORNER OF PIER - IS UPSET AND CRACKED IN SEVERAL LOCATIONS.

REMARKS: (INDICATE DEFERRED REPAIRS)

SURVEYOR: C. L. HARRIS

 AUTHORIZED SIGNATURE

COPIES TO: PORT OF ASTORIA - 2
USSA-NEW YORK - 1
USSA-SAN FRANCISCO - 1
FILE - 1

UNITED STATES SALVAGE ASSOCIATION, INC.

99 JOHN STREET



NEW YORK, N. Y. 10038

PORTLAND, OREGON

NOVEMBER 5, 1973

CASE NO. 80-13741

STRUCK BY M.S. "AMAZON
MARU"

9/3/73

PRELIMINARY ADVICE (REVISED)

"PORT OF ASTORIA - PIER #1"

CONDITIONS

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2. That the information contained in this and all other reports and certificates is only that coming to the attention of or under the observation of such surveyors, employees, representatives and agents and deemed pertinent for the purpose for which the Association was employed as stated herein; that this report or certificate is not a Certificate of Seaworthiness; that under no circumstances shall this report or certificate be used in connection with the issuance, purchase, sale or pledge of any security or securities, or in connection with the purchase, sale, mortgage, pledge, freighting, letting, hiring or charter of any vessel, cargo or other property, and if so used shall be null, void and of no effect and shall not be binding on anyone.

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4. The terms of these conditions can be varied only by specific resolution of the Board of Directors of the Association and the acceptance or use of this report or of the employment or services of this Association or of its surveyors, employees, representatives or agents or the use of any other report or certificate shall be construed to be an acceptance of these conditions.

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ASSURED: PORT OF ASTORIAAFLOAT: ☐REQUESTED BY: PORT OF ASTORIAON DRYDOCK: ☐SURVEY DATE: 9/4/73 LOCATION: ASTORIA, OREGONREPAIR CONTRACTOR: TO BE SELECTEDREPAIR COSTS:
ESTIMATED* \$5,000.00

AGREED PRICE _____

TIME & MATERIAL (ESTIMATED*) _____

COMPETITIVE BID _____

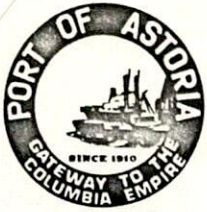
DESCRIPTION OF DAMAGE: PILING, DECKING, AND UNDER PIER STRINGERS, VERTICAL POSTS, DIAGONALS, ETC., ARE UPSET. THE DIAGONAL WALL OF THE WAREHOUSE - NORTHWEST CORNER OF PIER - IS UPSET AND CRACKED IN SEVERAL LOCATIONS.

REMARKS: (INDICATE DEFERRED REPAIRS)

SURVEYOR: C. L. HARRIS

 AUTHORIZED SIGNATURE

COPIES TO: PORT OF ASTORIA - 2
USSA-NEW YORK - 1
USSA-SAN FRANCISCO - 1
FILE - 1



THE PORT OF ASTORIA

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:

ALBERT RISSMAN, PRESIDENT
JAMES T. CAMPBELL, V. PRESIDENT
MARTIN E. WEST, SECRETARY
HOWARD B. JOHNSON, TREASURER
J. FRANK HOAGLAND, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

November 9, 1973

Wood, Wood, Tatum, Mosser & Brooke
15th Floor Standard Plaza
Portland, Oregon 97204

Attention: Mr. Peter G. Voorhies

Re: AMAZON MARU
Astoria - September 3, 1973
Your File No. 9889/PGV

Gentlemen:

In response to your letter of October 19, we are enclosing herewith:

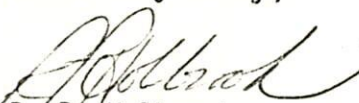
- (1) Final survey report, United States Salvage Association, case number 80-13741.
- (2) Preliminary report dated September 4, 1973, which served as a contractor's work record and basis for their bid.
- (3) Written notification from the lead linesman witnessing damage caused by the above vessel.
- (4) Actual dates which repair work was conducted was not kept by the contractor, but they commenced on September 20, 1973 and completed on October 5, 1973.

We are amazed that you are denying liability for the damage caused by this vessel. We can certainly provide witnesses to substantiate our claim and therefore will expect you to honor it.

In addition to the \$4,675.00 for repair, we are enclosing our invoice No. 73428 in the amount of \$322.05 for survey work. We would appreciate your including this amount as part of the claim.

May we expect prompt remittance.

Yours very truly,


R. P. Holbrook
Assistant Manager

UNITED STATES SALVAGE ASSOCIATION, INC.

99 JOHN STREET



NEW YORK N. Y., 10038

CASE NO. 80-13741

STRUCK BY M.S. "AMAZON MARU"
SEPTEMBER 3, 1973

PORTLAND, OREGON
NOVEMBER 7, 1973

"PORT OF ASTORIA - PIER #1"

CONDITIONS

The employment of this Association and all services rendered in connection therewith are made, offered and rendered without recourse and on the following conditions and this and all other reports, including any oral reports and certificates, are made and issued without recourse and subject to said conditions:

1. While the officers and the Board of Directors of United States Salvage Association, Inc. have used their best endeavors to select competent surveyors, employees, representatives and agents and to insure that the functions of the Association are properly executed, neither the Association nor its officers, directors, surveyors, employees, representatives or agents are under any circumstances whatever to be held responsible for any error of judgment, default or negligence of the Association's surveyors, employees, representatives or agents nor shall the Association or its officers or directors under any circumstances whatever be held responsible for any inaccuracy, omission, misrepresentation or misstatement in any report or certificate.

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REPORT OF SURVEY MADE BY THE UNDERSIGNED SURVEYOR OF THE UNITED STATES SALVAGE ASSOCIATION, INCORPORATED, ON SEPTEMBER 4, 25, AND OCTOBER 3, 1973, AT THE REQUEST OF PORT OF ASTORIA, ASTORIA, OREGON, ON "PORT OF ASTORIA - PIER #1", PORT OF ASTORIA, OWNERS, AND OPERATORS, IN ORDER TO ASCERTAIN AND AGREE UPON OR AS NOTED OTHERWISE, THE CAUSE, THE NATURE AND EXTENT, AND THE RECOMMENDED REPAIR, OF DAMAGE ALLEGED TO HAVE BEEN SUSTAINED IN CONSEQUENCE OF THE PIER HAVING BEEN STRUCK BY THE M.S. "AMAZON MARU", ON SEPTEMBER 3, 1973.

ATTENDING:

MR. RAY HOLBROOK
MR. J. C. MURDOCH

REPRESENTING
"

PORT OF ASTORIA
UNITED STATES SALVAGE
ASSOCIATION, INCORPORATED

NARRATIVE:

IT WAS REPORTED THAT THE "PORT OF ASTORIA - PIER #1" WAS STRUCK BY THE M.S. "AMAZON MARU" ON SEPTEMBER 3, 1973.

<u>FOUND</u>	:	<u>RECOMMENDED</u>
1. ONE (1) VERTICAL POST LOCATED ON THE NORTH SIDE, APPROXIMATELY 30' UPSTREAM FROM THE WEST SIDE, IS DIS-LOCATED AND UPSET. (14" x 14" x 6' UNTREATED POST)	:	1. TO BE RESET AND RESECURED AS ORIGINAL.
2. THE 2ND BEARING PILE UP FROM THE DOWNSTREAM END (NORTH SIDE) IS OFFSET APPROXIMATELY 4". (UNTREATED 70' FIR PILE)	:	2. TO BE RESET AND RESECURED AS ORIGINAL.

CASE NO. 80-13741

<u>FOUND</u>	<u>RECOMMENDED</u>
3. THE 2ND FENDER PILE INBOARD FROM THE DOWNSTREAM END (NORTHWEST) ON THE WEST SIDE IS FRACTURED AND THE SILL OVER IS LIFTED APPROXIMATELY 6".	3. TO BE PULLED AND A NEW PILE TO BE DRIVEN. (ONE (1) 90' UNTREATED FIR PILE)
4. THE 1ST FENDER PILE INBOARD FROM THE DOWNSTREAM END (NORTHWEST) ON THE WEST SIDE IS SET IN.	4. TO BE RESET AND RESECURED AS ORIGINAL, WITH SILL ABOVE BEING REPOSITIONED ON TOP.
5. THE 1ST BEARING PILE, WEST SIDE, NORTHWEST CORNER, ON THE DIAGONAL FACE, IS SET OVER 2" TO 3".	5. TO BE RESET AND RESECURED AS ORIGINAL.
6. ONE (1) VERTICAL SUPPORT, LOCATED APPROXIMATELY 15' IN FROM THE PILE NOTED UNDER ITEM #5 ABOVE, IS UPSET AT THE BOTTOM. (14" x 14" x 6' UNTREATED FIR BEAM) NORTHWEST SIDE OF PIER.	6. TO BE RESET AND RESECURED AS ORIGINAL.
7. THE DECK STRINGERS, NORTHWEST SIDE, ARE SET OVER AT AN APPROXIMATE ANGLE OF 20° IN WAY OF THE DAMAGED DECK.	7. TO BE RESET AND RESECURED AS ORIGINAL. (4" x 12" BEAMS, TREATED)
8. TWO (2) DIAGONAL DECK STRINGERS, NORTHWEST SIDE, ARE PULLED LOOSE AT THEIR DOWNSTREAM ENDS.	8. TO BE RESET AND RESECURED AS ORIGINAL. (4" x 12" BEAMS, TREATED)
9. ONE (1) VERTICAL POST BELOW THE NORTHWEST CORNER OF THE WAREHOUSE IS UPSET AND SET OVER.	9. TO BE RESET AND RESECURED AS ORIGINAL. (14" x 14" x 6' UNTREATED BEAM)
10. THE 5TH PILE IN FROM THE DOWNSTREAM, WEST SIDE, IS CRACKED AND BROKEN AT THE TOP.	10. THE PILE TO BE PULLED AND A NEW PILE DRIVEN. THEN TO BE RESECURED AS ORIGINAL. (ONE (1) 90' UNTREATED PILE)
11. THE 6TH PILE IN FROM THE DOWNSTREAM END, WEST SIDE, IS BROKEN LOOSE FROM ITS LASHINGS AND IS SWINGING FREE.	11. TO BE FURTHER INSPECTED TO DETERMINE IF IT IS BROKEN. IF BROKEN, TO BE RENEWED. IF SOUND, TO BE RESECURED. (ONE (1) 90' UNTREATED PILE)

CASE NO. 80-13741

<u>FOUND</u>		<u>RECOMMENDED</u>
20. CON'T	:	20. CON'T
CORNER, UPSTREAM END OF WALL	:	CRACKS TO BE REPAIRED).
IS CRACKED IN SEVERAL	:	(BLACK ASPHALT 4" THICK).
LOCATIONS, RUNNING FROM THE	:	
WALL SOUTH, OVER LENGTHS OF	:	
APPROXIMATELY 20'.	:	

NOTES:

- A. NECESSARY PILE DRIVING EQUIPMENT, TUGS, BARGES, MEN, AND EQUIPMENT TO EFFECT REPAIRS.
- B. NECESSARY REMOVALS TO BE REPLACED IN GOOD ORDER.
- C. NECESSARY TESTING TO PROVE REPAIRS IN GOOD ORDER.

TENDERS WERE SOLICITED FROM TWO (2) REPAIR CONTRACTORS, WITH PRICES REQUIRED TO EFFECT REPAIRS ON A STRAIGHT TIME BASIS, WITH NO TIME LIMIT IMPOSED. COST TO REPAIR ITEM #15 WAS NOT INCLUDED.

THE FOLLOWING BIDS WERE SUBMITTED:

- 1. COAST MARINE CONSTRUCTION COMPANY. \$5,410.00
- 2. BERGERSON ENTERPRISES. \$4,675.00

THE CONTRACT FOR REPAIR WAS AWARDED TO BERGERSON ENTERPRISES OF ASTORIA, OREGON, THE LOW BIDDER, IN THE SUM OF \$4,675.00. THIS PRICE IS CONSIDERED FAIR AND REASONABLE.

SURVEYOR'S NOTES:

THE FOREGOING REPAIRS WERE CARRIED OUT CONCURRENTLY WITH OWNERS WORK, WHICH CONSISTED OF THE INSTALLATION OF ONE (1) FIFTY PILE DOLPHIN AT THE DOWNSTREAM CORNER OF PIER #1.

ALL WORK WAS PERFORMED ON A STRAIGHT TIME BASIS. THERE WAS NO SCRAP OF ANY COMMERCIAL VALUE.

SURVEY MADE WITHOUT PREJUDICE, AND SUBJECT TO ADJUSTMENT.


C. L. HARRIS
SURVEYOR

UNITED STATES SALVAGE ASSOCIATION, INC.
SURVEY REQUEST CONFIRMATION

DATE 9/5/73
CASE NO. 80-13741

HOURS _____

BEHALF:			
VESSEL OR STRUCTURE SURVEYED:		"PORT OF ASTORIA - PIER #1"	
ASSURED PORT OF ASTORIA			
OWNER " "			
DATE & TIME OF SURVEY 9/4/73	LOCATION OF SURVEY IN DETAIL ASTORIA, OREGON		
NATURE OF SURVEY AND DATE OF ACCIDENT STRUCK BY M.S. "AMAZON MARU" 9/3/73			
REQUESTED BY R. HOLBROOK-PORT OF ASTORIA, ASTORIA, OREGON		LEAD UNDERWRITER	

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NOTE: Except as the result of written advices to the contrary, or as circumstances determine, and distinct from such recommendations as may be generated by the surveyor unless noted in same, usual Association procedure pertaining to:

1. Inspections to ascertain condition (valuation) and suitability for service,
2. On charter and off charter inspections,
3. Lay-up inspections,
4. Voyage under own power inspections, and
5. Towing inspections,

is to perform same without benefit of the making of removals, or opening up to expose parts ordinarily concealed, or testing for tightness, or trying out machinery, the Association's surveyor formulating conclusions subject to any conditions which would have been revealed if such procedures had been accomplished; further, no determination of stability characteristics or inherent structural integrity is made, and no opinion is expressed with respect thereto. The foregoing is implicit in all preliminary advices, telephone communications, telegrams, etc., unless indicated otherwise by the Association. Intermediaries to whom this survey request confirmation is forwarded, between this organization and its principals, are expected to advise all interested principals of these conditions, which are presented in full in Association inspection reports.

Additionally, values of equipment inspected will not be provided unless explicitly requested.

THIS CONFIRMATION OF REQUEST FOR SURVEY IS FOR YOUR REVIEW AND RECORD.

WE WILL INVOICE IN ACCORDANCE WITH YOUR INSTRUCTIONS AS NOTED BELOW.

		INVOICES TO	
		PORT OF ASTORIA	
		ASTORIA, OREGON	

We the undersigned have this day held survey on the subject structure at Astoria, Ore. in order to ascertain and agree upon, or as noted otherwise, the cause, the nature and extent, and the recommended repair of damage alleged to have been sustained in consequence of the pier having been struck by the M/S Amazon Maru while approaching the pier to dock on Sept. 3, 1973 at Astoria, Ore.

Found

1. One (1) Vertical post located on the North side approx. 30' upstream from the West side is dis-located and upset. (14" x 14" x 6' Untreated Post)
2. The 2nd ^{Bearing} Pile up from the downstream end (North side) is offset approx. 4". (Untreated 70' Fir Pile)
3. The 2nd Fender Pile inboard from the from the downstream end (North West) on the West side is ~~broken~~ ^{Fractured} and the Sill over is lifted approx. 6"
4. The 1st Fender Pile inbd. from the downstream end (North West) on the West side is set in.
5. The 1st Bearing Pile, West side, North West Corner, on the diagonal face, is set over 2" to 3".

Recommend

1. To be reset and resecured as original.
2. To be reset and resecured as original.
3. To be pulled and a new pile to be driven. (One (1) 90' Untreated Fir Pile.)
4. To be reset and resecured as original with sill above being repositioned on top.
5. To be reset and resecured as original.

Field Survey

Pier #1, Port of Astoria,

9/4/73

Found

6. One (1) Vertical support, located approx. 15' in from the pile noted under Item #5 above is upset at the bottom. (14" x 14" x 6' untreated fir beam.) North^{west} side of pier.

7. The Deck Stringers, North^{west} side, are set over at an ^{approx.} angle of 20° in way of the damaged deck.

8. Two Diagonal Deck Stringers, North West side are pulled loose at their downstream ends.

9. One (1) Vertical post below the NW corner of the Warehouse is upset and set over.

10. The 5th Pile is from the downstream, West side, is cracked and broken at the top.

11. The 6th Pile is from the downstream end, West side, is broken loose from its lashings and is swinging free.

12. The Deck Planking at the North West corner of the pier is pushed in and buckled at their ends and set

Recommend

6. To be reset and resecured as original.

7. To be reset and resecured as original. (4" x 12" Beams, Treated)

8. To be reset and resecured as original (4" x 12" Beams, treated)

9. To be reset and resecured as original. (14" x 14" x 6' untreated beam.)

10. The pile to be pulled and a new pile driven. Then to be resecured as original. (one (1) 90' untreated pile)

11. To be further inspected to determine if it is broken. If broken, to be replaced. If sound, to be resecured. (one (1) 90' untreated pile.)

12.

Field Survey

Pier #1, Port of Astoria

9/4/73

Found

12. Set up over abutting plank.
This comprises a total of Twenty Two (22) 4" x 12" Plank. These plank are Cracked, Crushed, and other wise damaged.

13. Twenty Two (22) Deck plank are pushed against the diagonal face of the brick wall, N.W. Corner and are Cracked and Crushed.

14. The Diagonal Concrete Brick ~~Wall is Viciously Cracked and Crushed~~ Wall, located at the N.W. Corner of the pier is Viciously Cracked and damaged in Four (4) areas.

15. The Concrete Block Wall on the West side is cracked from the top down approx. 15' located 2' Fwd. of N.W. Corner.

16. The diagonal Concrete Block Wall, N.W. Corner of pier, is pulled away from the Corner post at the Upstream, East end, of Wall approx. 2' at the bottom.

17. The plastic Conduit to the red warning light at the NW Face of the pier is pulled loose from the

Recommend

12. To be removed and renewed as per original. Twenty Two (22) 4" x 12" Plank of varying lengths. 2' to 20', (untreated.)

13. To be removed and renewed as per original. (Twenty Two (22) 4" x 12" plank of varying lengths 2' to 20'. (treated))

14. Damaged Brick to be removed and then renewed. Approx. Sixty (60) 10" x 10" Concrete Blocks. (Hollow)

15. To be removed and renewed as per original. (Approx. Twenty (20) Fired Type Concrete Glazed Blocks.)

16. To be removed and reset as original.

17.

9/4/73

Field Survey

Pier #1, Port of Astoria.

Found

Recommend

17. metal Conduit

17. To be removed and reinstalled as original installation.

18. Two (2) Dock Plank are buckled and set up in way of the diagonal brick wall.

18. To be reset as original. (Two (2) 4" x 12" x 10' plank treated.)

19. The deck sill at the bottom of the diagonal wall, N.W. Corner, inside the warehouse is pulled away from the warehouse floor, upstream end, over a length of 20'.

19. To be reset as original.

20. The asphalt floor of the warehouse, adjacent to the diagonal brick wall, N.W. Corner, upstream end of wall is cracked in several locations running from the wall south over lengths of approx. 20'.

20. To be weed out and repaired as original. (Approx. 100' of cracks to be repaired.) (Black asphalt 4" thick.)

Field Survey

5

9/4/73

Pier #1, Port of Astoria

Notes

\$4000⁰⁰

A. Necessary Pile Driving Equipment, Tugs, Barges, Men, and equipment to effect repairs.

B. Necessary removals to be replaced in good order.

C. Necessary testing to prove repairs in good order.

Survey made without prejudice.

For Port of Astoria

For U.S. Salvage Assn. (In Attendance)

For U.S. Salvage Assn. Inc.

The damaged pile are untreated and reported to be 6 (6) ^{months} ~~years~~ old. The damaged pier decking is reported to be 2 months old and part is treated and part is untreated.



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 73-428

In Account With

M/S AMAZON MARU AND/OR OWNERS
c/o CASCADE SHIPPING CO., AS AGENTS ONLY
1400 Commonwealth Bldg.
Portland, Oregon 97204

Date October 31, 1973

TERMS: CASH.

Survey of damage to Pier #1 by "AMAZON MARU"
as per copy attached

\$ 322.05

UNITED STATES SALVAGE ASSOCIATION, INC.

2035 S. W. 58TH AVE.



PORTLAND, OREGON 97221

BILL NO. 80- 3581
CASE NO. 80- 13741

CODE NO. 6558

NOVEMBER 7, 19 73

PORT OF ASTORIA
PORT DOCKS
ASTORIA, OREGON - 97103

TRIPLICATE

FOR SURVEY OF "PORT OF ASTORIA - PIER #1"

NATURE OF SURVEY STRUCK BY M.S.
"AMAZON MARU"
9/3/73

FEE	EXPENSE	TOTAL
\$ 269.00	\$ 53.05	\$ 322.05

ASSURED: PORT OF ASTORIA

PLEASE MAKE ALL REMITTANCES TO NEW YORK OFFICE
99 JOHN STREET, NEW YORK, N. Y. 10038



UNITED STATES SALVAGE ASSOCIATION, INC.
99 JOHN STREET
NEW YORK
MEMORANDUM

PORTLAND, OREGON
DATE NOVEMBER 7, 1973

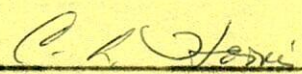
TO UNITED STATES SALVAGE ASSOCIATION, INC.

FROM C. L. HARRIS

SUBJECT:

"PORT OF ASTORIA - PIER #1"
STRUCK BY M.S. "AMAZON MARU"
SEPTEMBER 3, 1973
CASE NO. 80-13741

ESTIMATED COST OF REPAIRS TO ITEM #15. \$1,000.00



C. L. HARRIS
SURVEYOR

CLH:cd

REPORT NO.
121

CARGO LOADED _____ DATE 9-5-73 TIME 6:42 A.M. COM. PLD: DATE _____ TIME _____ A.M.
P.M.

REMARKS

Hit NW Corner Pier 1

[illegible]

PORT OF ASTORIA

9/3/73 6

DATE _____

PIER Amazon Maru

JOB Pier I

NO.	NAME	SKILL	A. M.		P. M.		NIGHT		TOTAL HOURS			RATE	AMOUNT
			START	STOP	START	STOP	START	STOP	S. T.	O. T.	P. T.		
	N. Stefanowicz	HF											
	A. Wohlfell	2											
	R. Angberg	3											
	Ed. Berg Holm	4											
	H. Corder	5											
	J. Eastland	6											
		7											
		8											
		9											
		10											
	Ship	11											
		12											
		13											
	lot of damage	14											
		15											
	Bldg	16											
		17											
		18											
		19											
		20											



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 73-198

In Account With

M/S AMAZON MARU AND/OR OWNERS
c/o CASCADE SHIPPING CO., AS AGENTS ONLY
1400 Commonwealth Bldg.
Portland, Oregon 97204

Date September 7, 1973

TERMS: CASH.

LINE SERVICE

9/3/73	Tie Up	(2:00AM)	\$ 177.00
9/4/73	Shift	(12:30PM)	90.00
9/5/73	Let Go	(6:42PM)	<u>118.00</u>
			\$ 385.00



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P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 73-199

In Account With

M/S AMAZON MARU AND/OR OWNERS
c/o CASCADE SHIPPING CO., AS AGENTS ONLY
1400 Commonwealth Bldg.
Portland, Oregon 97204

Date

September 7, 1973

TERMS: CASH.

FRESH WATER FURNISHED TO SHIP

9/4/73	110 Tons or 29700 Gallons of Water	\$ 15.12
	Service Charge	<u>12.00</u>
		\$ 27.12



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 73-200

In Account With

M/S AMAZON MARU AND/OR OWNERS
c/o Cascade Shipping Co., As Agents Only
1400 Commonwealth Bldg.
Portland, Oregon 97204

Date

September 7, 1973

TERMS: CASH.

DOCKAGE: 469 Feet L.O.A. Rate \$176.00 per 24-hour period

9/3/73 2:00AM to 9/5/73 6:42PM 3 Periods/176.00

\$ 528.00

MATES RECEIPT

Nº 2214

Astoria, Oregon September 5 19 73

Received from **KERR GRAIN CORPORATION**
at **PORT OF ASTORIA GRAIN TERMINAL**

For Account of Cook Industries

On Board M/S AMAZON MARU

BULK Wheat said to be #1 Heavy Dark Northern Spring

Weight:

15,696,752

7120 W/T

7842 S / T

Final / Overnight

Received the above Described Merchandise for Shipment as indicated hereon.

% S. Mate or Captain

S/Supercargo

M/S Amazon Maru, And/or owners
C/o Cascade Shipping Co, As Agents only
1400 Commonwealth Bldg.
Portland, Oregon 97204

No. 73-198

LINE SERVICE

Date	Time		
9/3/73	(2:00 AM)		177.00
9/4/73	(12:30 PM)		90.00
9/5/73	(6:42 PM)		118.00
			\$ 385.00

No. 73-199

FRESH WATER FURNISHED

9/4/73 (Date) 110 Tons or 29700 Gal. 15.12
Service Charge 12.00
\$ 27.12

No. 73-200

DOCKAGE: 469 Feet L.O.A. Rate 176 ⁰⁰ per 24-hour period

From: 9/3/73 2:00 AM to 9/5/73 6:42 PM 3 Periods / 176 = \$ 528.00

No. 73-201

Bill To -

Mitsubishi

WHARFAGE CHARGE ON

4325.877 @ 62.5/m \$ 2701.80

No. 73-201

Bill To -

Mitsubishi

SERVICE & FACILITIES CHARGE ON

4325.877 @ 39/m \$ 1685.92

No. _____

Bill To -

No. _____

Bill To -

PORT OF ASTORIA

BOOKING REPORT

DATE

30 August 1973

1. NAME OF SHIP Amazon Maru
2. NAME OF CALLER Dick Palmquist
3. NAME OF AGENT Cascade S.S.
4. NAME OF SHIPPER Kear grain
5. TYPE OF CARGO DWS Wheat
6. AMOUNT OF CARGO 7000 MT
7. NAME OF STEVEDORE BH
8. NAME OF SUPERCARGO Clyde Miller
9. DATE OF ARRIVAL Sept 3, 1973
10. BERTH ASSIGNMENT(TENTATIVE) W/S #1
11. SPECIAL ARRANGEMENTS _____

12. BILLING INFORMATION: WHARFAGE _____
SERVICE & FACILITIES _____
HANDLING _____

RH

STATEMENT

Office: (503) 325-7130
Shop: (503) 325-7103
24 HOUR SERVICE



Bergerson Enterprises

3391 Irving Ave. Astoria, Oregon 97103

October 4, 1973

Port of Astoria 224-1292
P.O. Box 569
Astoria, Oregon 97103

Repairs to the northwest corner of Pier 1

as per bid----- \$ 4,675.00

Approved Without Prejudice to
Underwriters Liability and
Subject to Adjustment

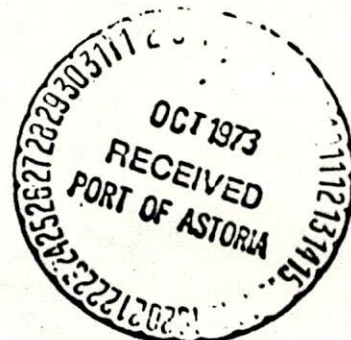
C. L. Harris

Surveyor - United States
Salvage Association, Inc.

Date 11/6/73 Case No. 20-13741

THANK YOU

Harvey D. Bergerson





THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 73-336

In Account With

Cascade Shipping Company
1400 Commonwealth Bldg.
Portland, Oregon 97204

Date

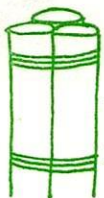
October 9, 1973

TERMS: CASH.

Repairs to Northwest corner of Pier 1 damage by AMAZON MARU - Sept. 3, 1973

Contractors Equipment, Labor and Material

\$ 4,675.00



Bergerson Enterprises

3391 Irving Ave. Astoria, Oregon 97103

Office: (503) 325-7130
Shop: (503) 325-7103
24 HOUR SERVICE

September 13, 1973

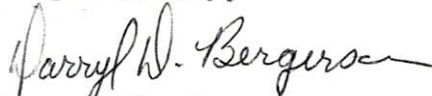
Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Gentlemen:

We agree to furnish all labor, equipment and material to complete the repairs to the ship damaged northwest corner of Pier #1 as recommended by U. S. Salvage Assn. Field Survey dated 9/4/73 for the amount of \$ 4,675.00 (Four thousand six hundred seventyfive dollars). This price includes the furnishing of Port owned 4 x 16" stringers as necessary for repair of Item #7, at the agreed price of \$300.00 F.B.M.

If this is agreeable to the Port the repairs could be started immediately.

Respectfully,


Darryl D. Bergerson
Bergerson Enterprises

TO BE COMPLETED
WITHIN 30 days
@ From 9/24/73

Accepted 9/19/73

DDB;ab

**COAST
MARINE
CONSTRUCTION, INC.** Environmental Systems — Ecological Methods — General Contracting

1656 JEROME AVE.

P.O. BOX 297

ASTORIA, OREGON 97103

503/325-7177

2041 S.W. 58TH

SUITE 206

PORTLAND, OREGON 97221

503/292-9101

September 18, 1973

Port of Astoria
Astoria, Oregon

Re: Bid to Repair Pier 1 Northwest Corner as
per U. S. Salvage field survey dated 9/4/73.

Our bid is to repair this area items 1 through 13 inclusive as per
survey found and recommend,

On Item 14 Our bid includes the grouting of cracked area to make
weather tight

Item 15 Our bid includes the grouting of cracked area to make
weather tight

Item 16 Our bid includes grouting of corner to make weather tight

Item 17 As per survey

Item 18 As per survey

Item 19 To reseal floor area with planking

Item 20 To reseal cracked asphalt floor with asphalt

Our bid as per above is \$ 5,410.00.

Very truly yours,

COAST MARINE CONSTRUCTION, INC.


Albert M. Laakso
President

AML/mjo



THE PORT OF ASTORIA

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:

ALBERT RISSMAN, PRESIDENT
JAMES T. CAMPBELL, V. PRESIDENT
MARTIN E. WEST, SECRETARY
HOWARD B. JOHNSON, TREASURER
J. FRANK HOAGLAND, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

September 14, 1973

Mr. Ed Ellis
Cascade Shipping Company
Commonwealth Building
Portland, Oregon 97204

Subject: Amazon Maru, September 3, 1973

Dear Ed:

This letter will confirm our conversation with your Mr. Pat Garside concerning the damage to our pier 1 that was sustained during the docking of the Amazon Maru. In this regard, we are enclosing a copy of the field survey of U.S. Salvage Association detailing the damage and the recommended repairs.

It is expected the reconstruction costs will be in the neighborhood of \$7,000.00 but we are now entertaining bids in order to have the work performed at the least possible cost. Upon receipt of our actual costs, we will forward them to you for reimbursement.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

Enclosure



THE PORT OF ASTORIA

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:

ALBERT RISSMAN, PRESIDENT
JAMES T. CAMPBELL, V. PRESIDENT
MARTIN E. WEST, SECRETARY
HOWARD B. JOHNSON, TREASURER
J. FRANK HOAGLAND, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

September 14, 1973

Capt. Robert Elsensohn, President
Columbia River Bar Pilots
Foot of 14th Street
Astoria, Oregon 97103

Subject: Amazon Maru - September 3, 1973
Island Engineer - September 12, 1973

Dear Bob:

In order for our records to be complete for insurance claims, it would be appreciated if you would give us copies of the pilot's report of the damage that was sustained to the Port of Astoria's piers resulting from the docking of the above two vessels.

Yours very truly,

PORT OF ASTORIA


R. P. Holbrook
Assistant Manager

RPH:sc



THE PORT OF ASTORIA

The Port of Astoria is the Gateway to the Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:

ALBERT RISSMAN, PRESIDENT
JAMES T. CAMPBELL, V. PRESIDENT
MARTIN E. WEST, SECRETARY
HOWARD B. JOHNSON, TREASURER
J. FRANK HOAGLAND, ASST. TREASURER
GEO. R. GROVE, GEN'L MANAGER

October 8, 1973

Mr. Ed Ellis
Cascade Shipping Company
Commonwealth Bldg.
Portland, Oregon

Subject: AMAZON MARU, September 3, 1973

Dear Ed:

Further to our letter of September 14, 1973, we wish to advise that repairs to the damage that Pier 1 sustained when the AMAZON MARU struck it on the above date are now completed.

Repair costs amounted to \$4,675.00. Your earliest reimbursement will be appreciated.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

Enclosure

LAW OFFICES
WOOD, WOOD, TATUM, MOSSER & BROOKE

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLDY

October 19, 1973

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD

The Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Attention: Mr. R. P. Holbrook, Assistant Manager

Re: AMAZON MARU
Alleged Damage to Port of Astoria
Pier 1
Our File No.: 9889/PGV

Gentlemen:

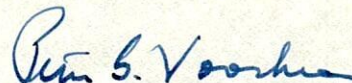
Your statement No. 73-336 addressed to Cascade Shipping Company in the above matter has been referred to our office for further handling. We will appreciate your marking your file so that further correspondence is directed to us.

On behalf of the vesselowner and underwriters, we deny liability for your claim.

Without prejudice to the position that the vessel has no liability in this instance, we ask for a copy of your survey report and actual contractor's work records as to the work done on the pier and the dates such work was performed so that we may further investigate any alleged vessel liability and the damages attributed to the incident.

We await your further response.

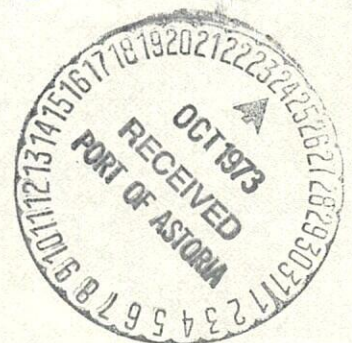
Very truly yours,



Peter G. Voorhies

PGV: nr

cc: Cascade Shipping Company
Portland, Oregon





THE PORT OF ASTORIA

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:

ALBERT RISSMAN, PRESIDENT
JAMES T. CAMPBELL, V. PRESIDENT
MARTIN E. WEST, SECRETARY
HOWARD B. JOHNSON, TREASURER
J. FRANK HOAGLAND, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

October 31, 1973

United States Salvage Association, Inc.
2035 S.W. 58th
Portland, Oregon

Attention: Mr. Claude Harris

Subject: AMAZON MARU
Astoria, September 3, 1973

Gentlemen:

Enclosed is a copy of Bergerson Enterprises' statement of October 4, 1973 for repairs performed to the northwest corner of Pier 1.

We understand the statement is required in order that you complete your survey report. It will be appreciated if you would expedite the publication of this report.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

Enclosure

STATEMENT



Office: (503) 325-7130
Shop: (503) 325-7103
24 HOUR SERVICE

Bergerson Enterprises

3391 Irving Ave. Astoria, Oregon 97103

October 4, 1973

Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Repairs to the northwest corner of Pier 1

as per bid----- \$ 4,675.00

THANK YOU

Harry D. Bergerson



January 18, 1974

Mr. Peter G. Voorhies
Wood, Wood, Tatum, Mosser & Brooke
15th Floor Standard Plaza
Portland, Oregon 97204

RE: AMAZON MARU
Astoria - September 3, 1973
Your File No. 9889/PGV

Dear Mr. Voorhies:

We wrote you on November 9, 1973, requesting total claim payment of \$4997.05 for damage caused by the above vessel at our Pier 2.

We would appreciate your advising when we may expect payment.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:

J. FRANK HOAGLAND, PRESIDENT
MARTIN E. WEST, VICE PRESIDENT
JAMES T. CAMPBELL, SECRETARY
ALBERT RISSMAN, TREASURER
HOWARD B. JOHNSON, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

June 27, 1974

Mr. Peter Voorhies
Wood, Wood, Tatum, Mosser and Brooke
15th Floor, Standard Plaza
Portland, Oregon 97204

RE: LEVERKUSEN - November 20, 1972
IBERIA - May 15, 1973
✓AMAZON MARU - September 3, 1973
ISLAND ENGINEER - September 12, 1973
NEPHELE - November 14, 1973
ALKYONIA - January 27, 1974

Dear Mr. Voorhies:

We are looking forward to meeting with you at your office at 9 a.m. on July 2, concerning the damage claims on the above vessels.

As you know these matters are quite old, and we expect to be able to reach conclusions that would be acceptable to our principals at the time of our meeting. It is the Port's opinion that these matters have gone on entirely too long and agreement must be reached at our meeting.

Thank you.

Yours very truly,

PORT OF ASTORIA


R. F. Holbrook
Assistant Manager

RPH:sc

cc: John Brooke

LAW OFFICES
WOOD, WOOD, TATUM, MOSSER & BROOKE

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLDY

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD

January 24, 1975

Mr. R. P. Holbrook
Assistant Manager
The Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

Re: AMAZON MARU
Alleged dock damage
Astoria, Oregon
September 4, 1973
Our File: 9889: PGV

Dear Ray:

This will confirm our telephone conversations of January 15 and 16, 1975.

We acknowledge receipt of the offer of the Port of Astoria, made in our telephone conference of January 16, 1975, to accept \$2,850.00 in settlement of its claim for dock damage arising out of the captioned incident. We confirm that we advised you in the same telephone conversation that we would recommend to our clients, without prejudice, immediate acceptance of the Port's offer, and would request immediate funding.

We will advise you immediately upon receipt of our client's response to our recommendation. In the event that our client does not respond before you leave the Port on February 1, 1975, would you please advise us of the appropriate person to receive correspondence.

Thank you for your courtesy in handling this matter.

Very truly yours,

Bob

ROBERT I. SANDERS

RIS: am



LAW OFFICES
WOOD, WOOD, TATUM, MOSSER & BROOKE

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLDY

March 26, 1975

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD

Mr. George Grove
Manager
The Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

Re: AMAZON MARU
Damage to Astoria Dock
Astoria, Oregon
September 4, 1973
Our File: 9889/PGV

Dear Mr. Grove:

Further to our letter to Mr. Holbrook of January 24, 1975, we are pleased to advise that the AMAZON MARU's underwriters have approved our recommendation for settlement, and passed it to the vesselowner.

We anticipate final approval from the vesselowner shortly. When we have approval and settlement funds, we will immediately advise you.

Very truly yours,

Robert I. Sanders

ROBERT I. SANDERS

RIS: am



March 31, 1975

ERSKINE WOOD
 ERSKINE B. WOOD
 LOFTON L. TATUM
 JOHN D. MOSSER
 JOHN R. BROOKE
 JOHN G. HOLDEN
 DONALD J. MORGAN
 PETER G. VOORHIES
 PAUL N. WONACOTT
 ROBERT I. SANDERS
 JEFFREY E. BOLY

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD

Mr. George Grove
Manager
The Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

Re: AMAZON MARU
Damage to Astoria Dock
Astoria, Oregon
September 4, 1973
Our File: 9889/PGV

Dear Mr. Grove:

Further to our letter of March 26, 1975, we are now able to report that the owners of the AMAZON MARU, Toko Shosen Co., Ltd., have approved our recommendation for settlement by acceptance of the Port's offer of January 16, 1975.

We enclose our Trust Account Check No. 2124 payable to the Port of Astoria in the amount of \$2,850.00, and an original and three identical copies of a Full Release of All Claims. The funds and Release are tendered without prejudice, to compromise and settle a disputed claim. You are authorized to deposit the funds for collection upon execution of the Release by a duly authorized official of the Port of Astoria.

Please retain one copy of the Release for your records, and return the original and two copies in the enclosed self-addressed envelope.

Thank you.

Very truly yours,

Robert D. Sanders

ROBERT I. SANDERS

Cascade Shipping Inc. 73-336 + 428

4675.00

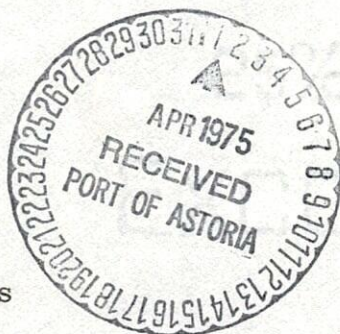
322.05

4997.05

2850.00

2.1.17.05

2141. - 5



RIS: am
Enclosures

FULL RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS that the Port of Astoria, for and in consideration of the sum of Two Thousand Eight Hundred Fifty Dollars (\$2,850.00), receipt of which sum is hereby acknowledged, HAS RELEASED and by these presents DOES HEREBY RELEASE the M/V AMAZON MARU, her owners, charterers, operators, Master, officers and agents, Toko Shosen Co., Ltd., its corporate affiliates, and subsidiaries, from any and all claims, demands and liabilities whatsoever arising out of or in any way connected with a collision allegedly occurring on or about September 3, 1973, between the Motor Vessel AMAZON MARU and the Port of Astoria Pier 1 located at Astoria, Oregon.

The Port of Astoria hereby warrants and covenants that it is the owner of said dock and is the sole party entitled to recover any damages for damage to the dock, and hereby covenants that it will indemnify and save harmless the AMAZON MARU, Toko Shosen Co., Ltd., and the releasees herein named from any claims that might be made by other parties on account of or in connection with the said damage to said dock.

It is understood and agreed that this is a full and final release of all claims of every nature and kind whatsoever and includes all claims for damage to, expense of repairs, expense of surveys, loss of use, salvage expenses, and applies to all unknown unanticipated damages resulting from said collision, as well as those now known or disclosed.

It is further agreed that the payment of \$2,850.00 by Toko Shosen Co., Ltd. and the AMAZON MARU is a payment in settlement of a doubtful and disputed claim and is a compromise settlement and that this settlement is not to be construed as an admission of liability on the part of anyone whomsoever.

IN WITNESS WHEREOF, the Port of Astoria has caused this Release and three identical copies thereof to be signed by one of its officers thereunto duly authorized this 1st day of April, 1975.

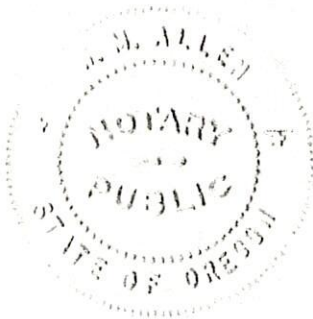
PORT OF ASTORIA

By R. M. Kloss
Its Port Engineer

STATE OF OREGON)
) ss.
County of Clatsop)

On this 1 day of April, 1975, before me appeared
R. M. Blasen, to me personally known, who being duly
sworn, did say that he, the said R. M. Blasen, is the
Port Engineer of the Port of Astoria, the within named
municipal corporation, and that the seal affixed to the within instrument is
the seal of said municipality, and that the said instrument was signed and
sealed in behalf of the governing body of said Port, the said
R. M. Blasen acknowledged said instrument to be the free act and
deed of said Port of Astoria.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
official seal.



W. M. Allen
Notary Public for Oregon
My Commission expires: 4-28-78